

PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, all correspondence, reports and other documents submitted under this contract shall be subject to the following procedures:

- a. **Technical Correspondence.** Technical correspondence concerning performance of this contract shall be addressed to the DOE Contracting Officer Representative (COR) with an information copy of the correspondence to the Contracting Officer. Technical correspondence addresses issues relating to work effort of the contract (i.e. requests interpretation of contractual requirements for performance) or requests approval or disapproval of reports, drawings or other work products.
- b. **Patents/Technical Data Correspondence.** The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Assistant Manager for Legal Support/Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois 60439 is hereby designated to represent the Contracting Officer in administering to Patents Clause in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office with a copy to the Ohio Field Office Chief Counsel's Office, the Contracting Officer and the COR.
- c. **Non-technical Administrative Correspondence.** All correspondence, other than technical correspondence, shall be addressed to the Contracting Officer, with information copies of the correspondence to the COR.
- d. **Subject Line(s).** All correspondence shall contain a subject line commencing with the contract number as illustrated below:

ASUBJECT: CONTRACT NO. DE-AC24-01OH20115
(Insert subject topic after contract number, e.g., "Request for Subcontract Consent")
- e. **Electronic Media for Reports/Plans/Documents.** All required reports, plans, and other documents will continue to be submitted to DOE in hardcopy, but shall also be available electronically upon written request by the DOE Contracting Officer or the DOE Contracting Officer Representative. The Contractor will prepare the requested

reports and documents via site standard software and provide a copy on diskette or Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on diskette or Compact Disk. Electronic data shall be available within five (5) days of the DOE request.

G.2 CONTRACTING OFFICER REPRESENTATIVE

The Contracting Officer Representative(s) COR will be designated by separate letter and will represent the Contracting Officer in the technical phases of the work. The COR is not authorized to change any of the terms and conditions of this contract. Changes in the Statement of Work will be made only by the Contracting Officer by properly written modification(s) to the contract (Also see H.2).

G.3 CONTRACT ADMINISTRATION

The contract will be administered by:

U.S. Department of Energy
Fernald Environmental Management Project Office
P. O. Box 538705
Cincinnati, OH 45253-8705

The Contracting Officers responsible for administration of the contract are as follows:

, Ms. Mona S. Snyder
Telephone: (513)648-4052/(937)847-5295
Fax: (513)648-3324/(937)865-3843
Email: mona.snyder@ohio.doe.gov

, Ms. Loretta E. Parsons
Telephone: (513)648-3043
Fax: (513)648-4999
Email: loretta.parsons@fernald.gov

, Mr. Robert J. Bell
Telephone: (513)648-3171
Fax: (513)648-3324
Email: rj.bell@fernald.gov

Ms. Terri L. Binau
Telephone: (513)648-3112
Fax: (513)648-3324
Email: terri.binau@fernald.gov

G.4 CONTRACTOR PAYMENT ADDRESS

If the Contractor's payment address is different than the Contractor's address specified on Standard Form 33 at the front of the contract, then provide it in the following space:

(Name)
(Address)
(City/State)
(Phone #, electronic address, and POC)

G.5 SUBMISSION OF INVOICES

- (a) **Cost Invoices.** The Government will make payments to the Contractor by electronic funds transfer not later than three (3) business days after receipt of an acceptable cost invoice from the Contractor. The Contractor may submit cost invoices, with supporting documentation, no more frequently than bi-monthly. If the Contractor elects to submit cost invoices on a bi-monthly basis, the invoice for the first part of the month will include actual cost incurred by the Contractor for a set period of time, while the second invoice for the month will include all cost incurred for the month and supporting documentation requested by the Contracting Officer, less cost reimbursed under the first invoice of the month. Cost invoices submitted shall be in accordance with FAR 52.216-7, Allowable Cost and Payment.
- (b) **Fee Invoices.** The Contractor may submit invoices for quarterly fee payments following receipt of the Contracting Officer's consent to submit the invoice. After submittal of the Quarterly Critical Analysis in accordance with Clause H.19, the Government will review and disposition the Contractor's Quarterly Critical Analysis, and within forty (40) calendar days of submittal date, provide the Contractor written notice of consent to submit its invoice (including the results of the Quarterly Critical Analysis review if it is anticipated to cause a reduction in fee payment). Upon receipt of an acceptable invoice for fee payment, the Contracting Officer will assess the need for further adjustments. Unless the Contracting Officer elects to do otherwise and as set forth below and elsewhere in this contract and in B.8, fee payments will be made

quarterly, within three (3) business days after the Contractor submits an acceptable invoice.

- (c) Any defects in invoices which are discovered after acceptance and payment will be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the individual listed in Clause G.6, Defective or Improper Invoices, in writing. If there is no response from the Contractor within seven (7) calendar days to reconcile the defect, the Contracting Officer shall withhold from the subsequent invoice. Any basis for invoice withholding, set-off or reduction which is discovered after acceptance will be corrected on subsequent invoices. The Contracting Officer's written notification will explain the nature of the basis for withholding, set-off or reduction, as well as specify the dollar amount of the withholding, set-off or reduction.
- (d) Nothing in this provision shall affect the rights of either the Government or the Contractor under the Prompt Payment clause of this contract. The Government is not limited to seven (7) days to notify the Contractor of a defective invoice, and may notify and/or initiate withholding, set-off or reduction until final payment to the Contractor.

- (e) Submit one original of the invoice to:

U. S. Department Of Energy
Oak Ridge Operations Office
P.O. Box 5777
Oak Ridge, TN 37831

- (f) Submit one copy of the invoice to:

U. S. Department of Energy
Ohio Field Office
Chief Financial Officer- Financial Services Division
P. O. Box 3020
Miamisburg, OH 45343-3020

- (g) Submit two copies of the invoice to:

U.S. Department of Energy
Fernald Environmental Management Project Office
Attn: Loretta E. Parsons, Contracting Officer
P. O. Box 538705

Cincinnati, OH 45253-8705

- (h) The Contractor shall submit invoices in accordance with the Billing Instructions, which will be provided at the time of award of the contract, and other applicable clauses of this document.

G.6 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the Government receives a defective or improper invoice.

Transmit original notification to:

John M. Lee
Chief Financial Officer
Finance Department
Fluor Fernald, Inc.
P. O. Box 538704
Cincinnati, Ohio 45253-8704
Telephone: (513) 648-6127
Facsimile: (513) 648-6377

Transmit copy of notification to:

Adam Rector
Manager
Prime Contract
Fluor Fernald, Inc.
P. O. Box 538704
Cincinnati, Ohio 45253-8704
Telephone: (513) 648-6266
Facsimile: (513) 648-6382